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No. 0651-0011 (exp. 4/94)			2_		
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To the Honorapie Commissioner of Patents	and trademarks.	7740	recued cubiusi doca	ments or copy the	reot.
Name of conveying party(ies): Fleet National Bank, N.A. 5-30-0)		2. Name and address of receiving pany(ies)			
		Name: ING (U.S.) Capital, LLC, as agent			
•					
		Internal	Address:		
Individual(s)		Street A	ddress: 1325 Avenu	e of the Ame	ricas
Corporation-State	er brerering	City:Ne	w York Sta	te: <u>NY</u> ZI	P: 10019
Other					
initional name(s) of conveying partyles) attached?	Yes D No.	☐ Assoc	dual(s) citizenship		
Nature of conveyance:		U Gene	na Pannership		_
☐ Assignment ☐ M	eroer	□ Corpo	oration-State	30 /	
☐ Security Agreement ☐ CI	7 1	□ Other			
Other Collateral Assignment of S	Security	If assigned to not	someced in the United State		ative besignation
Interest in Trademarks ': ecuuon Date: April 30, 2001	•	(Сезіопавола ті	ust be a separate occument tr		-
		Additional flames	a) & accressies) attached? C	Yes QI No	
Application number(s) or patent number(s):					
A. Trademark Application No.(s)		B. Trade	emark Registration No).(s)	
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Name and address of party to whom corresp concerning document should be mailed:	pondence		mber of applications a ons involved:		15
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Preet Address: 35 West Wacker I	Jrive	n Denne			
	<u> </u>	a. Deposit a	account number:		
lity: Chicago State: IL Z	60601		N/A		·
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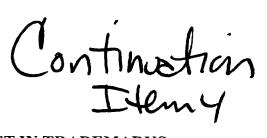
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U.S. DEFARTMENT OF COMMERCE



SCHEDULE A TO

COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK REGISTRATIONS

Intellectual Property

Registration No.
No 2,097,439
No 2,097,440
No 2,110,587
No 1,938,108
No 1,965,035
No 2,117,493
No 2,158,535
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7
No. 2,244,389 Reg.
No. 2,252,868
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COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS, dated as of April 30, 2001, made by Fleet National Bank, a national banking association, as Administrative Agent, having a principal place of business at 100 Federal Street, Boston, MA 02110, (the "Grantor"), in favor of ING (U.S.) Capital LLC, having a place of business at 1325 Avenue of the Americas, New York, NY 10019, as the administrative agent (together with any successor thereto appointed pursuant to Article 10.6 of the Credit Agreement referred to below, the "Grantee") for the Secured Parties (as defined in the Credit Agreement referred to below).

MediaBay, Inc. has entered into a Credit Agreement, dated as of December 31, 1998, which Credit Agreement is contemporaneously herewith being amended and restated in its entirety to continue in effect pursuant to an Amended and Restated Credit Agreement dated as of even date herewith (said Agreement, as it may hereafter be amended, restated, supplemented, extended or otherwise modified from time to time, the "Credit Agreement"; the terms defined therein and not otherwise defined herein being used herein as therein defined), with the banks, financial institutions and other institutional lenders party thereto (the "Lenders") ING (U.S.) Capital LLC, as Issuing Bank and as Administrative Agent.

In connection with the Credit Agreement, the Grantor entered into an Intellectual Property Security Agreement, originally dated as of December 31, 1998, which was amended and restated in its entirety to continue in effect as the Amended and Restated Intellectual Property Security Agreement, dated as of April 30, 2001, (as further amended and restated, amended, supplemented or otherwise modified hereafter from time to time, the "Intellectual Property Security Agreement") with the other grantors party thereto in favor of the Grantee, pursuant to which the Grantor has granted to the Grantee for its benefit and the ratable benefit of the other Secured Parties a lien on and security interest in, inter alia, all of the Grantor's rights, title, and interest in and to the trademarks therefor whether then owned or thereafter acquired or created, including, without limitation, the trademarks therefor listed on Schedule A hereto (the "Trademarks").

The parties desire to record the Grantor's grant of the security interest in the Trademarks to the Grantee with the United States Patent and Trademark Office ("USPTO") as a full assignment to that certain Intellectual Property Security Agreement recorded in favor of the Grantor with USPTO on July 12, 1999 on Reel 001926 Frame 0533.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Grantee for its benefit and the ratable benefit of the other Secured Parties as follows:

TRADEMARK REEL: 002308 FRAME: 0510

- 1. The Credit Agreement and Intellectual Property Security Agreement and their terms and provisions are incorporated herein in their entirety.
- 2. The Grantor grants to the Grantee a security interest in all of its rights, title, and interest in and to the Trademarks.

IN WITNESS WHEREOF, the Grantor has caused this Collateral Assignment of Security Interest in Trademarks to be duly executed and delivered by its officer thereunto duly authorized, as of the date first written above.

FLEET NATIONAL BANK, as Administrative Agent

Name:

- 2 -

On this 2 day of April 2001 before me, a Notary Public in and for said County, personally appeared, Peggy Peckham, who acknowledged himself to be a Vicefresion Fleet National Bank and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the bank by himself as Vicefreside for the purposes

niede M Dams

Notary Public

My commission expires: December 22,2006

AFTER RECORDING PLEASE RETURN TO:

SCHEDULE A TO COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK REGISTRATIONS

RECORDED: 05/30/2001

Intellectual Property

<u>Trademarks</u>		
Mark/Work	Registration No.	
Miscellaneous Design	No 2,097,439	
Miscellaneous Design	No 2,097,440	
Audio Book Club & Design	No 2,110,587	
Miscellaneous Design	No 1,938,108	
Audio Book Club & Design	No 1,965,035	
Where Books Come to Life! & Design	No 2,117,493	
Audio Book Club - Where Books Come to Life! & Design	No 2,158,535	
Audio Book Club - World's Largest Selection & Design 75/382801	>	
Audio Book Club - World's Largest Selection of Audio Books & Design 75/382818		
Miscellaneous Design 75/389209		
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Where Books Come to Life!	No. 2,244,389 Reg.	
Audio Book Club - Where Books Come to Life! & Design 75/389207	No. 2,252,868	
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Audio Book Club 74/567910	>	
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TRADEMARK REEL: 002308 FRAME: 0513